


\*Please note that this title policy does not purport to show the status of title after June 22, 2018. The title policy is for informational purposes only and should not be relied on by any party but the insured. The title policy is not transferable and Rhode Island Housing Development Corporation (RIHDC) is the only insured under the title policy.

 <b>First American Title™</b>	<b>Owner's Policy of Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Owner's Policy</b>	POLICY NUMBER <b>5011400-2099635e</b>

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

**COVERED RISKS**

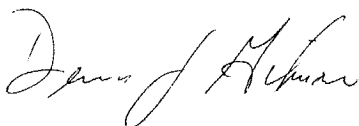
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

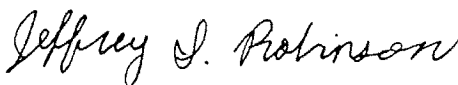
(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

**First American Title Insurance Company**



Dennis J. Gilmore  
President



Jeffrey S. Robinson  
Secretary

For Reference:

**File #:** 2016-0239  
**Loan #:** N/A

Issued By:

**McGunagle Hentz, P.C.**  
2088 Broad Street  
Cranston, RI 02905

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

# First American Title Insurance Company

## OWNER'S POLICY SCHEDULE A

**Amount of Insurance:** \$1,400,000.00  
**Premium:** RI  
**Date of Policy:** June 22, 2018 at 11:10 a.m.  
**Policy Number:** 5011400-2099635e  
**Office File Number:** 2016-0239

This policy valid only if Schedule B and Face Page are attached.

**Note:** A loan policy on the encumbrance described in this Schedule has been issued naming as the insured:  
N/A

1. **Name of insured:** RHODE ISLAND HOUSING DEVELOPMENT CORPORATION
2. **The estate or interest in the land herein and which is covered by this policy is:** Fee Simple.
3. **The estate or interest referred to herein is at Date of Policy vested in RHODE ISLAND HOUSING DEVELOPMENT CORPORATION, by:**

Quitclaim Deed from Benjamin S. Carson, Secretary of Housing and Urban Development, to Rhode Island Housing Development Corporation, dated June 22, 2018 and recorded with the City of Providence Land Evidence Records in Book 12076 at Page 256 on June 22, 2018 at 11:10 a.m.

4. **The Land herein described is encumbered by the following mortgage, and the assignment thereof, if any:** N/A
5. **The land referred to in this policy is described as follows and all more particularly described in Exhibit A, attached hereto and made a part hereof:**

16 Somerset Street  
Providence, Rhode Island  
AP: 23/Lot(s): 31

14 Linden Street  
Providence, Rhode Island  
AP: 23/Lot(s): 48

24 Somerset Street  
Providence, Rhode Island  
AP: 23/Lot(s): 33

20 Somerset Street  
Providence, Rhode Island  
AP: 23/Lot(s): 32

**20 Hayward Street  
Providence, Rhode Island  
AP: 23/Lot(s): 14**

**23 Somerset Street  
Providence, Rhode Island  
AP: 23/Lot(s): 44**

**102 Chester Street  
Providence, Rhode Island  
AP: 45/Lot(s): 500**

**1 Vine Street  
Providence, Rhode Island  
AP: 23/Lot(s): 12**

**18 Portland Street  
Providence, Rhode Island  
AP: 23/Lot(s): 15**

**22 Portland Street  
Providence, Rhode Island  
AP: 23/Lot(s): 16**

**24 Portland Street  
Providence, Rhode Island  
AP: 23/Lot(s): 17**

**28 Portland Street  
Providence, Rhode Island  
AP: 23/Lot(s): 18**

**30 Portland Street  
Providence, Rhode Island  
AP: 23/Lot(s): 19**

**25 Portland Street  
Providence, Rhode Island  
AP: 23/Lot(s): 27**

**23 Portland Street  
Providence, Rhode Island  
AP: 23/Lot(s): 28**

**21 Portland Street  
Providence, Rhode Island  
AP: 23/Lot(s): 29**

**17 Portland Street  
Providence, Rhode Island  
AP: 23/Lot(s): 30**

**28 Somerset Street  
Providence, Rhode Island  
AP: 23/Lot(s): 34**

**34 Somerset Street  
Providence, Rhode Island  
AP: 23/Lot(s): 35**

**38 Somerset Street  
Providence, Rhode Island  
AP: 23/Lot(s): 883**

**23 Taylor Street  
Providence, Rhode Island  
AP: 45/Lot(s): 228**

**2 Harvard Street  
Providence, Rhode Island  
AP: 45/Lot(s): 229**

**14 Taylor Street  
Providence, Rhode Island  
AP: 45/Lot(s): 233**

**18 Taylor Street  
Providence, Rhode Island  
AP: 45/Lot(s): 235**

**34 Taylor Street  
Providence, Rhode Island  
AP: 45/Lot(s): 238**

**22 Taylor Street  
Providence, Rhode Island  
AP: 45/Lot(s): 788**

**6 Taylor Street  
Providence, Rhode Island  
AP: 45/Lot(s): 795**

  
\_\_\_\_\_  
**AUTHORIZED SIGNATORY  
McGunagle Hentz, PC**

Form No. 1402.06A  
ALTA Owner's Policy (6-17-06)  
1100302P120600

# First American Title Insurance Company

## OWNER'S POLICY

### SCHEDULE B

Owner's Policy Number: 5011400-2099635e  
Agent File Number: 2016-0239

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Any facts, rights, interest, or claims that are not shown in the public records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by public records.
4. The mortgage, if any, referred to in Item 4 of Schedule A. (This exception does NOT apply to Loan Policies).
5. Lien for taxes and assessments, which become due and payable subsequent to the date of policy.
6. IF THE INSURED PREMISES IS A CONDOMINIUM UNIT: Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title, created by the laws of the State of the insured premises or set forth in the Master Deed or Declaration of Condominium, in the related By-Laws, in the Declaration of Trust, or Site Plans and Floor Plans as duly recorded in the appropriate land records office and as the same may have been lawfully amended, and in any instrument creating the estate or interest insured by this Policy.
7. City of Providence Department of Inspection and Standards Notice of Violation recorded March 3, 2010 in Book 9661 at Page 33 (affects Lot Nos. 31 and 32).
8. City of Providence Department of Inspection and Standards Notice of Violation recorded in Book 9665 at Page 171 (affects Lot Nos. 33 & 44).
9. City of Providence Department of Inspection and Standards Notice of Violation recorded in Book 9665 at Page 171 (affects Lot Nos. 33 & 44).

For Additional Exceptions see attached Schedule B-Part I Continuation Sheet.



INITIAL FOR IDENTIFICATION

# First American Title Insurance Company

## OWNER'S POLICY SCHEDULE B-Continued

10. City of Providence Department of Inspection and Standards Notice of Violation recorded in Book 9665 at Page 171 (affects Lot Nos. 33 & 44).
11. City of Providence Water Supply Board Lien; WL 179; recorded December 20, 1979 in the amount of \$ 77.68 (affects Lot No. 32).
12. City of Providence Department of Building Inspection Notice recorded March 21, 1980 in Book 2 at Page 916 in the amount of \$ 1,750.00 (affects Lot No. 14).
13. City of Providence Department of Building Inspection Notice recorded March 28, 1974 Book 1 at Page 981 in the amount of \$ 740.00 (affects Lot No. 44).
14. City of Providence Department of Inspection and Standards Second Notice of Violation and Correction Order recorded Book 11635 at Page 168 (affects Lot No. 500).
15. City of Providence Department of Inspection and Standards Second Notice of Violation and Correction Order recorded July 7, 2016 in Book 11442 at Page 264 (affects Lot 18).
16. City of Providence Department of Inspection and Standards Second Notice of Violation and Correction Order recorded July 7, 2016 in Book 11442 at Page 272 (affects Lot 19).
17. City of Providence Department of Inspection and Standards Second Notice of Violation and Correction Order recorded January 15, 2016 in Book 11305 at Page 70 (affects Lot Nos. 17, 18 & 19).
18. City of Providence Department of Inspection and Standards Second Notice of Violation and Correction Order recorded February 25, 2010 in Book 9656 at Page 298 (affects Lot Nos. 17, 18 & 19).
19. City of Providence Department of Public Works Environmental Control Notice of Lien recorded April 13, 1987 in Book 1562 at Page 39 in the amount of \$ 532.82 (affects Lot 17).
20. City of Providence Department of Public Works Environmental Control Notice of Lien recorded April 13, 1987 in Book 1562 at Page 42 in the amount of \$ 710.42 (affects Lot 28).
21. City of Providence Department of Public Works Environmental Control Notice of Lien recorded April 13, 1987 in Book 1562 at Page 45 in the amount of \$ 710.42 (affects Lot 16).
22. City of Providence Department of Public Works Environmental Control Notice of Lien recorded April 13, 1987 in Book 1562 at Page 54 in the amount of \$ 532.82 (affects Lot 18).
23. City of Providence Department of Public Works Environmental Control Notice of Lien recorded April 13, 1987 in Book 1562 at Page 57 in the amount of \$ 532.82 (affects Lot 15).
24. City of Providence Department of Public Works Environmental Control Notice of Lien recorded April 13, 1987 in Book 1562 at Page 60 in the amount of \$ 532.82 (affects Lot 19).
25. City of Providence Department of Public Works Environmental Control Notice of Lien recorded December 18, 1997 in Book 3696 at Page 24 in the amount of \$ 1,062.27 (affects Lot 12).

# First American Title Insurance Company

## OWNER'S POLICY SCHEDULE B- Continued

26. City of Providence Department of Inspection and Standards Demolition Lien Notice recorded September 15, 2004 in Book 6786 at Page 279 (affects Lot 12).
27. City of Providence Department of Inspection and Standards Second Notice of Violation and Correction Order recorded January 15, 2016 in Book 11305 at Page 70 (affects Lot Nos. 27 & 29).
28. City of Providence Department of Inspection and Standards Second Notice of Violation and Correction Order recorded February 25, 2010 in Book 9656 at Page 298 (affects Lot Nos. 28 & 29).
29. City of Providence Department of Inspection and Standards Board Lien Notices recorded in Book 1276 at Page 713 and in Book 1279 at Page 74 and in Book 1298 at Page 881 and in Book 1339 at Page 31 and in Book 1339 at Page 32 and in Book 1448 at Page 87 and in Book 1558 at Page 40 and in Book 1759 at Page 281 and in Book 1761 at Page 123 (affects Lot No. 788).
30. City of Providence Department of Inspection and Standards Boarding Lien Notices recorded in Book 1276 at Page 712 and in Book 1279 at Page 62 and in Book 1298 at Page 883 and in Book 1312 at Page 304 and in Book 1339 at Page 30 (affects Lot No. 229).
31. City of Providence Department of Inspection and Standards Boarding Lien Notices recorded in Book 1276 at Page 714 and in Book 1279 at Page 75 and in Book 1281 at Page 651 and in Book 1293 at Page 928 and in Book 1502 at Page 310 and in Book 1514 at Page 259 and in Book 1545 at Page 42 and in Book 1558 at Page 41 and in Book 1640 at Page 335 (affects Lot No. 228).
32. City of Providence Department of Inspection and Standards Boarding Lien Notices recorded in Book 1276 at Page 715 and in Book 1279 at Page 76 and in Book 1490 at Page 123 and in Book 1640 at Page 334 and in Book 1748 at Page 296 and in Book 1748 at Page 297 (affects Lot No. 238).
33. City of Providence Department of Inspection and Standards Second Notice of Violation and Correction Order recorded June 16, 2017 in Book 11744 at Page 338 (affects Lot No. 228).
34. City of Providence Department of Inspection and Standards Second Notice of Violation and Correction Order recorded June 26, 2017 in Book 11753 at Page 46 (affects Lot Nos. 27 & 29).
35. City of Providence Department of Inspection and Standards Lis Pendens recorded June 6, 2018 in Book 12059 at Page 115 (affects Lot Nos. 18, 228 and 229).
36. City of Providence Department of Inspection and Standards Second Notice of Violation and Correction Order recorded June 19, 2018 in Book 12073 at Page 158 (affects Lot No. 228).
37. City of Providence Department of Inspection and Standards Second Notice of Violation and Correction Order recorded June 19, 2018 in Book 12073 at Page 190 (affects Lot No. 18).
38. City of Providence Department of Inspection and Standards Second Notice of Violation and Correction Order recorded June 19, 2018 in Book 12073 at Page 192 (affects Lot No. 229).

# First American Title Insurance Company

## OWNER'S POLICY SCHEDULE B- Continued

Owner's Policy Number: 5011400-2099635e

Agent File Number: 2016-0239

Exceptions numbered N/A are hereby deleted from the owner's policy.

**Note:** Unless Schedule B Part II is attached to the Loan Policy there are not subordinate matters that affect title to the estate or interest referred to in Schedule A.

**Note:** (For reference purposes only):

The premises are currently known as : See Exhibit A .

The property addresses: See Exhibit A. Project known as Barbara Jordan Apartments II, Providence, RI.



# First American Title Insurance Company

## OWNER'S POLICY

**Owner's Policy Number:** 5011400-2099635e

**Agent File Number:** 2016-0239

### EXHIBIT A

#### PARCEL I:

That lot of land with all buildings and improvements thereon, situated in the City of Providence and State of Rhode Island, on the northeasterly side of Somerset Street and on the southeasterly side of Hayward Street, and laid out and delineated as Lot No. 65 (sixty-five) on that plat entitled, "Plot of House Lots Belonging to the Heirs of Hon. James Fenner De'd Surveyed and Plotted Aug. 27, 1846," and recorded in the office of the Recorder of Deeds in said City of Providence in Plat Book 1 at page 104 and (copy) on Plat Card No. 37.

Said lot bounds southwesterly on said Somerset Street fifty (50) feet and holding that width extends northeasterly one hundred (100) feet to Lot No. 55 (fifty-five) on said Plat, bounding northwesterly on Hayward Street, southeasterly on Lot No. 66 (sixty-six) on said Plat, and contains 5000 square feet of land more or less.

Said parcel is also designated as Lot 31 on Assessor's Plat 23.

#### PARCEL II:

That lot of land, with all buildings and improvements thereon, situated in the City of Providence and State of Rhode Island, laid out and delineated at Lot No. 67 (sixty-seven) on that plat entitled, "Plat of House Lots Belonging to the Heirs of Hon. James Fenner De'd Surveyed and Plotted Aug. 27, 1846 by Atwater and Schubarth", recorded in the Office of the Recorder of Deeds in said City of Providence in Plat Book 1 at page 104 and (copy) on Plat Card 37.

Said lot bounds southerly on Somerset Street fifty (50) feet and holding that width extends northerly one hundred (100) feet, bounding westerly on land now or lately of Malvina B. Morgan, northerly on land now or lately of James E. Hartigan et al and easterly on land now or lately of O. Algernon Card.

Said parcel is also designated as Lot 33 on Assessor's Plat 23.

#### PARCEL III:

That certain lot or parcel of land, with all the buildings and improvements thereon, situated on the northeasterly side of Linden Street, in the City of Providence, County of Providence and State of Rhode Island, laid out and designated as Lot No. 84 (Eighty-Four) on that certain plat entitled, "Plat of House Lots Belonging To The Heirs of Hon. James Fenner De' d. Surveyed and Plotted Aug. 27, 1846, by Atwater & Schubarth," which said plat is recorded in the Office of Land Records of said City of Providence in Plat Book 1 at page 104, and (copy) on Plat Card 37.

Said parcel is also designated as Lot 48 on Assessor's Plat 23.

#### PARCEL IV:

That lot of land, with all buildings and improvements thereon, situated in the City of Providence and State of Rhode Island, laid out and delineated as Lot No. 76 (seventy-six) on that plat entitled, "Plat of house Lots belonging to the heirs of the Hon. James Fenner De'd. Surveyed and platted Aug. 27, 1846, by Atwater & Schubarth" and recorded in the

Office of the Recorder of Deeds in said City of Providence in Plat Book 1 at page 104 and (copy) on Plat Card No. 37. Said lot bounds northeasterly on Somerset Street fifty (50) feet and holding that width extends southwesterly one hundred (100) feet, bounding southeasterly on land now or lately of Lucy V. Twomey and northwesterly on land now or lately of Emily M. Wennebeck.

Said Parcel is also designated as Lot 44 on Assessor's Plat 23, consisting of 5000 square feet, more or less.

#### PARCEL V:

That lot of land with all buildings and improvements thereon, situated in the City of Providence and State of Rhode Island, laid out and delineated as Lot No. 66 (sixty-six) on that plat entitled, "Plat of house lots belonging to the heirs of Hon. James Fenner De'd surveyed and plotted Aug. 27, 1846 by Atwater & Schubarth", recorded in the Office of the Recorder of Deeds in said City of Providence in Plat Book 1 at page 104 and (copy) on Plat Card No. 37.

Said lot bounds southwesterly on Somerset Street fifty (50) feet and holding that width extends northeasterly one hundred (100) feet, bounding northwesterly on land now or lately of Mary H. Regine, northeasterly on land now or lately of Domenic Anzivino and southeasterly on land now or lately of M. & M. Realty Company.

Said parcel is also designated at Lot 32 on Assessor's Plat 23 and consisting of 5000 square feet, more or less.

PARCEL VI and PARCEL VII are intentionally omitted.

#### PARCEL VIII:

That certain lot or parcel of Land with all the buildings and improvements thereon, situated on the northeasterly side of Portland Street, in the City of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point on the northeasterly side of said Portland Street forty-five (45) feet, more or less, southeasterly from the southeasterly line of Vine Street, said point of beginning being at the southeasterly corner of land now or lately of Thomas J. Shanley and wife, and running thence northeasterly bounding northwesterly on said Shanley land a distance of one hundred (100) feet to land now or lately of Agajan Agajanian; thence turning and running southeasterly bounding northeasterly on said Agajanian land a distance of forty-five (45) feet to land now or lately of Mabel O. Steere; thence turning and running southwesterly bounding southeasterly on said Steere land in part and in part on land now or lately of Claud G. Sherman and wife a distance of one hundred (100) feet to said Portland Street; thence turning and running northwesterly bounding southwesterly on said Portland Street a distance of forty-five (45) feet to said Shanley land and the point or place of beginning.

Said parcel comprises the southeasterly forty-five (45) feet in width by the entire depth of Lot No. 32 on that plat entitled "Plot of house lots belonging to the Heirs of Hon. James Fenner De'd. Surveyed and Plotted Aug. 27, 1846 by Atwater & Schubarth", which plat is recorded in the office of the Recorder of Deeds in the City of Providence in Plat Book 1 at page 104 and (copy) on Plat Card 37.

Said parcel is also designated as Lot 19 on Assessor's Plat 23.

#### PARCEL IX:

That lot of land with all buildings and improvements thereon situated at the northeasterly corner of Portland Street and Vine Street in the City of Providence and State of Rhode Island, and bounded and described as follows:

Southerly by Portland Street on which it measures forty-five (45) feet, easterly by land now or lately of Armand Gaudet, on which it measures one hundred (100) feet, and northerly in part on land now or lately of Patrick T. Conley and in part on land now or lately of Nishan Agajanian on which it measures forty-five (45) feet, thence westerly bounded by Vine Street a distance of one hundred (100) feet and containing 4500 square feet of land more or less.

Said parcel is also designated as Lot 18 on Assessor's Plat 23.

PARCEL X:

Beginning at the point of intersection of the northwesterly line of Vine Street with the northeasterly line of Portland Street and running thence northwesterly bounding southwesterly on said Portland Street a distance of fifty (50) feet to land now or lately of Cecelia T. Willemin, life tenant; thence turning and running northeasterly bounding northwesterly on said last named land a distance of one hundred (100) feet to other land now or lately of Cecelia T. Willemin, life tenant; thence turning and running southeasterly bounding northeasterly in part on said last named land and in part on land now or lately of Amanico DeAndrade a distance of fifty (50) feet to Vine Street; thence turning and running southwesterly bounding southeasterly on said Vine Street a distance of one hundred (100) feet to said Portland Street and the point or place of beginning.

Said parcel is also designated as Lot 17 on Assessor's Plat 23.

PARCEL XI:

That lot of land, with all buildings and other improvements thereon, situated in said City of Providence on Portland Street midway between Hayward and Vine Streets and bounded southwesterly by said Portland Street, northwesterly by land now or lately of the Christopher Dexter heirs, northeasterly by land now or lately of the Henry M. Horton heirs and southeasterly by land now or lately of Edson T. Cheever; said lot herein described measuring about forty (40) feet on said Portland Street and holding that width back about one hundred (100) feet therefrom.

Said parcel is also designated as Lot 16 on Assessor's Plat 23.

PARCEL XII:

That certain lot or parcel of land, with all the buildings and improvements thereon, situated on the northeasterly corner of Portland and Hayward Streets in the City of Providence, County of Providence and State of Rhode Island, laid out and designated as lot 36 (thirty-six) on that plat entitled "Plot of House Lots belonging to the Heirs of Hon. James Fenner De'd. Surveyed and Plotted Aug. 27, 1846 by Atwater & Schubarth Scale 80 ft. per inch", which said plat is recorded in the Office of Land Records of the City of Providence in Plat Book 1 at page 104 and copy on Plat Card 37. Said parcel is also designated as Lot 15 on Assessor's Plat 23.

PARCEL XIII:

That certain lot or parcel of land, with all the buildings and improvements thereon, situated at the southerly or southwesterly corner of Hayward Street and Pearl Street in the City of Providence and State of Rhode Island, laid out and delineated as Lot No. 28 (twenty eight) on that plat entitled, "Plot of House Lots belonging to the Heirs of Hon. James Fenner De'd surveyed and plotted Aug. 27, 1846 by Atwater & Schubarth" and which said plat is recorded in the office of the Recorder of Deeds of said City of Providence in Plat Book 1 at page 104 and (copy) on Plat Card 37. Said parcel is also designated as Lot 14 on Assessor's Plat 23.

PARCEL XV:

That certain tract or parcel of land with all the buildings and improvements thereon situated on the northwesterly side of Vine Street in the City of Providence, State of Rhode Island, bounded and described as follows:

Beginning at a point in the northwesterly line of Vine Street, fifty (50) feet southwesterly from the southwesterly line of Pearl Street, said point of beginning being at the southwesterly corner of land now or lately of R. Agnes Randall et al, and running thence northwesterly bounding northeasterly on said Randall land a distance of forty (40) feet to land now or lately of Henriette Willemin; thence turning an interior angle of 89° 57' and running southwesterly bounding northwesterly on said Willemin land a distance of fifty (50) feet to land now or lately of Samuel G. Sugarman;

thence turning an interior angle of 90° 03' and running southeasterly bounding southwesterly on said Sugarman land a distance of forty (40) feet to Vine Street; thence turning an interior angle of 89° 57' and running northeasterly bounding southeasterly on Vine Street a distance of fifty (50) feet to said Randall land and the point of place of beginning, the last described line forming an interior angle of 90° 03' with the line first herein described.

Said parcel is also designated as Lot 12 on Assessor's Plat 23.

#### PARCEL XVII

That certain lot of land with buildings and improvements thereon, situated at the southeasterly corner of Chester Avenue and Taylor Street, in the City of Providence, in the State of Rhode Island, laid out and designated as lot numbered 17 (seventeen) on that plat entitled "Plot of House Lots in Cranston Belonging to the Heirs of James Pettey Surveyed and Plotted Jan'r 1849 by Atwater, Schubarth & Haines Copies by H.B. Schubarth Feb. 1857", which plat is recorded in the Office of the Recorder of Deeds in said City of Providence in Plat Book 1 at page 43, and on Plat Card 273, excepting the portion thereof taken in the layout of said Taylor Street.

Said parcel is also designated as Lot 500 on Assessor's Plat 45.

#### Parcel A

That certain lot or Parcel of land, with all buildings and improvements thereon, situated on the easterly side of Taylor Street, in the City and County of Providence, State of Rhode Island, being more particularly described as follows:

Beginning at a point in the easterly line of said Taylor Street. Said point being seventy-seven and 12/100 (77.12) feet northerly of the northerly line of Robinson Street. Said point being the northwesterly corner of land now or formerly of The City of Providence and is the southwesterly corner of the herein described parcel;

Thence running northerly, bounded westerly by said Taylor Street, a distance of forty and 12/100 (40.12) feet to a point;

Thence turning an interior angle of 90°-00' and running easterly, bounded northerly by land now or formerly of South Providence Revitalization Committee, Inc., a distance of one hundred nineteen and 98/100 (119.98) feet to a point;

Thence turning an interior angle of 78°-52' and running southwesterly, bounded southeasterly by land now or formerly of Kenneth and Hulda D. Fontes, a distance of forty and 89/100 (40.89) feet to a point;

Thence turning an interior angle of 101°-08' and running westerly, bounded southerly by land now or formerly of The City of Providence, a distance of one hundred twelve and 08/100 (112.08) feet to the point and place of beginning.

The first mentioned course and the last-mentioned course form an interior angle of 90°-00 by their intersection.

The herein described parcel contains 4, 655 square feet of land more or less and said parcel is currently designated as Lot 235 on Assessor's Plat 45 and is commonly known as 18 Taylor Street.

#### Parcel B

That certain lot or Parcel of land with all buildings and improvements thereon, situated on the westerly side of Taylor Street and the southerly side of Harvard Street, in the City and County of Providence, State of Rhode Island, being more particularly described as follows:

Beginning at a point of intersection of the westerly line of said Taylor Street and the southerly line of said Harvard Street. Said point being the northeasterly corner of the herein described parcel:

Thence running westerly, bounded northerly by said Harvard Street, a distance of eighty and 24/100 (80.24) feet to a point:

Thence turning an interior angle of 90°-00'-00" and running southerly, bounded westerly by land now or formerly of

Prentiss McBride, a distance of fifty-five and 15/100 (55.15) feet to a point;

Thence turning an interior angle of 90°-00'-00" and running easterly, bounded southerly by land now or formerly of South Providence Revitalization Committee, Inc., a distance of eighty and 24/100 (80.24) feet to a point;

Thence turning an interior angle of 90°-00'-00" and running northerly, bounded easterly by said Taylor Street, a distance of fifty-five and 15/100 (55.15) feet to, the point and place of beginning.

The first mentioned course and the last-mentioned course form an angle of 90°-00'-00" by their intersection. The herein described parcel contains 4,425 square feet of land plus or minus and is known as Lot 229 on Assessor's Plat 45 and is commonly known as 2 Harvard Avenue.

#### Parcel C

That certain lot or parcel of land with all buildings and improvements thereon, situated on the easterly side of Taylor Street and the southerly side of Robinson Street, in the City and County of Providence, State of Rhode Island, being more particularly described as follows:

Beginning at a point of intersection of the easterly line of said Taylor Street with the southerly line of said Robinson Street. Said point being the northwesterly corner of the herein described parcel:

Thence running southerly, bounded westerly by said Taylor Street, a distance of forty and 12/100 (40.12) feet to a point;

Thence turning an interior angle of 90°00'-00" and running easterly, bounded southerly by land now or formerly of Audrey M. Green, a distance of eighty and 48/100 (80.48) feet to a point;

Thence turning an interior angle of 101°-08'-12" and running northerly, bounded easterly by land now or formerly of King D. and Norma F. Stamps. a distance of forty and 89/100 (40.89) feet to a point;

Thence turning an interior angle of 78°-51'-48" and running westerly, bounded northerly by said Robinson Street, a distance of eighty-eight and 89/100 (88.39) feet to the point and place of beginning.

The first mentioned course and the last-mentioned course form an interior angle of 90° -00' - 00" by their intersection.

The herein described parcel contains 3420 square feet of land more or less and is currently known as Lot 238 on Assessor's Plat 45 and commonly known as 34 Taylor Street.

#### Parcel D

That certain lot or parcel of land with all buildings and improvements thereon, situated on the easterly side of Taylor Street, in the City and County of Providence, State of Rhode Island, being more particularly described as follows:

Beginning at a point in the easterly line of Taylor Street. Said point being forty and 12/100 (40.12) feet northerly of the northerly line of Robinson Street. Said point being the northwesterly corner of land now or formerly of C. Brown Realty Co., Inc. and the southwest corner of the herein described parcel:

Thence running northerly bounded westerly by said Taylor Street a distance of forty and 12/100 (40.12) feet to a point;

Thence turning an interior angle of 90°-00'-00" and running easterly, bounded northerly by land now or formerly of the City of Providence, a distance of one hundred twelve and 08/100 (112.08) feet to a point;

Thence turning an interior angle of 78°-52'-00" and running southerly, bounded easterly by land now or formerly of Kenneth E. and Hula D. Fontes, a distance of forty and 89/100 (40.89) feet to a point;

Thence turning an interior angle of  $101^{\circ}-08'-00''$  and running westerly, bounded southerly by said C. Brown Realty Co. Inc. land, a distance of one hundred four and  $18/100$  (104.18) feet to the point and place of beginning.

The first mentioned course and the last-mentioned course form an interior angle of  $90^{\circ}-00'-00''$  by their intersection.

The herein described parcel contains 4,338 square feet of land more or less and is known as Lot 788 on Assessor's 45 and commonly known as 22 Taylor Street.

#### Parcel E

That certain lot or parcel of land with all buildings and improvements thereon, situated on the easterly side of Taylor Street, in the City and County of Providence, State of Rhode Island, being more particularly described as follows:

Beginning at a point in the easterly line of said Taylor Street. Said point being forty-four and  $29/100$  (44.29) feet southerly the southerly line of Comstock Avenue. Said point being southwesterly corner of land now or formerly of Ernest McPherson and is the northwesterly corner of the herein described parcel;

Thence running easterly, bounded northerly by said McPherson land a distance of ninety-five and  $26/100$  (95.26) feet to a point;

Thence turning an interior angle of  $78^{\circ}-52'-00''$  and running southerly, bounded easterly by land now or formerly of Clarence Russ, a distance of thirty-two and  $29/100$  (32.29) feet to a point;

Thence turning an interior angle of  $111^{\circ}-01'-30''$  and running southwesterly, bounded southeasterly by Catherine Wittum, a distance of forty-five and  $75/100$  (45.75) feet to a point;

Thence turning an interior angle of  $170^{\circ}-06'-30''$  and running westerly, bounded southerly by said Catherine Wittum, a distance of forty-four and  $00/100$  (44.00) feet to a point;

Thence turning an interior angle of  $90^{\circ}-00'-00''$  and running northerly, bounded westerly by said Taylor Street, a distance of thirty-nine and  $53/100$  (39.53) feet to the point and place of beginning.

The first mentioned course and the last-mentioned course form an interior angle of  $90^{\circ}-00'-00''$  by their intersection.

The herein described parcel contains 3,411 square feet of land more or less and is known as Lot 795 on Assessor's Plat 45 and commonly known as 6 Taylor Street.

#### Parcel F

That certain lot or parcel of land with all buildings and improvements thereon, situated on the easterly side of Taylor Street, in the City and County of Providence, State of Rhode Island, being more particularly described as follows:

Beginning at a point in the easterly line of said Taylor Street. Said point being one hundred fourteen and  $12/100$  (114.12) feet northerly of the northerly line of Robinson Street. Said point being the northwesterly corner of land now or formerly of The City of Providence and is the southwesterly corner of the herein described parcel;

Thence running northerly, bounded westerly by said Taylor Street, a distance of thirty-eight and  $51/100$  (38.51) feet to a point;

Thence turning an interior angle of  $90^{\circ}-00'-00''$  and running easterly, bounded northerly by Catherine Wittum, a distance of one hundred twenty-six and  $33/100$  (126.33) feet to a point;

Thence turning an interior angle of  $78^{\circ}-52'$  and running southwesterly, bounded southeasterly by land now or formerly of Clarence L. Russ, a distance of thirty-nine and  $25/100$  (39.25) feet to a point;

Thence turning an interior angle of 101°-08' and running westerly, bounded southerly by said City of Providence land, a distance of one hundred eighteen and 75/100 (118.75) feet to the point and place of beginning.

The first mentioned course and the last-mentioned course form an interior angle of 90°-00 by their intersection.

The herein described parcel contains 4,719 square feet of land more or less and is known as Lot 233 on Assessor's Plat 45 and commonly known as 14 Taylor Street.

#### Parcel G

That certain lot or parcel of land, with all buildings and improvements-thereon, situated on the westerly side of Taylor Street, in the City and County of Providence, State of Rhode Island, being more particularly described as follows:

Beginning at a point in the westerly line of said Taylor Street. Said point being fifty-five and 15/100 (55.15) feet southerly of the southerly line of Harvard Street. Said point being the southeasterly corner of land now or formerly of the South Providence Revitalization Committee Inc., and the northeasterly corner of the herein described parcel;

Thence running southerly, bounded easterly by said Taylor Street, a distance of forty-five and 15/100 (45.15) feet to a point;

Thence turning an interior angle 90°-00'-00" and running westerly, bounded southerly of land now or formerly of Robert Sullivan, a distance of eighty and 24/100 (80.24) feet to a point;

Thence turning an interior angle of 90°-00'-00" and running northerly, bounded westerly by land now or formerly of Prentiss McBride, a distance of forty-five and 14/100 (45.14) feet to a point;

Thence turning an interior angle of 90°-00'-00" and running easterly, bounded northerly by said South Providence Revitalization Committee. Inc. land a distance of eighty and 24/100 (80.24) feet to the point and place of beginning.

The first mentioned course and the last-mentioned course form an interior angle of 90° -00' -00" by their intersection.

The herein described parcel contains 3,623 square feet or land more or less and is known as Lot 228 on Assessor's Plat 45 and commonly known as 23 Taylor Street.

#### PARCEL 1

That certain lot or parcel of land with all the buildings and improvements thereon, situated in the City of Providence, County of Providence, and State of Rhode Island laid out and designated as Lot No. 52 (fifty-two) on that plat entitled, "Plat of House Lots belonging to the Heirs of Hon. James Fenner Decd. Surveyed and plotted Aug. 27, 1846 by Atwater and Schubarth" which plat is recorded in the Office of the Recorder of Deeds in said City of Providence in Plat Book 1 at page 104 and (copy) on Plat Card 27.

Said parcel is also designated as Lot 27 on Assessor's Plat 23.

#### PARCEL 2

That certain lot of land with all buildings and improvements located at 23 Portland Street in the City of Providence, County of Providence, State of Rhode Island, bounded and described as follows:

Lot numbered fifty-three (53) on the plat entitled "Plot of House Lots Belonging to the Heirs of Hon. James Fenner Decd. Surveyed and Plotted Aug. 27, 1846 by Atwater & Schubarth" of Deed in said City of Providence in Plat Book 1 at page 104 and (copy) on Plat Card 27.

Said parcel is also designated as. Lot 28 on Assessor's Plat 23.

#### PARCEL 3

That lot of land with all buildings and improvements thereon, situated in the City of Providence and State of Rhode Island, and laid out and delineated as lot No. 54 (fifty-four) on that plat entitled, "Plot of House Lots belonging to the heirs of Hon. James Fenner, Dec'd, Surveyed and plotted Aug. 27, 1846 by Atwater and Schubarth" and recorded in the office of the Recorder of Deeds in said Providence in Plat Book I at page 104 and (copy) on Plat Card No. 37.

Said lot is situated on the southerly side of Portland Street, easterly from Hayward Street, bounding northerly on Portland Street fifty (50) feet, and holding that width extending southerly therefrom one hundred (100) feet, bounding easterly on land now or lately of John J. Hartigan, southerly on land now or lately of Lillian A. Morgan and westerly in part on land now or lately of Nancy Swan and in part on land now or lately of Albert W. Smith.

Said parcel is also designated as Lot 29 on Assessor's Plat 23.

#### PARCEL 4

That certain lot or parcel of land, with all buildings and improvements thereon, situated in the City and County of Providence, State of Rhode Island, being bounded and described as follows:

Beginning at the southerly corner of Hayward Street and Portland Street; thence southeasterly bounding northeasterly on Portland Street Fifty and Fifteen One Hundredth (50.15) feet to a corner and land now or lately of Domenic Anzivino; thence southwesterly at an interior angle of ninety (90) degrees and bounding southeasterly on said Domenic Anzivino land fifty-eight and ten one-hundredths (58.10) feet to a corner and land now or lately of Salvatore Monti; thence northwesterly at an interior angle of ninety (90) degrees and bounding southwesterly on said Salvatore Monti land a distance of fifty and fifteen one-hundredths (50.15) feet to a point in the southeasterly line of Hayward Street;

Thence northeasterly at an interior angle of ninety (90) degrees and bounding northwesterly along the southeasterly side of Hayward Street fifty-eight and ten one-hundredths (58.10) feet to a point located at the southerly corner of said Hayward and Portland Streets and said point being the point and place of beginning. The last described line forms an interior angle of ninety (90) degrees with the first line described herein. Being the same premises at one time conveyed to Harry J. Hall by deed from one, William A. Parker dated July 6, 1936, which deed is recorded in the land records of said City of Providence in Deed Book 819 at Page 170 and said parcel is otherwise and further described as the northeasterly portion of that lot of land laid out and delineated as Lot Lettered D on that plat entitled, "Partition Plat in Equity Suit No. 3429 Diary E. Evans vs. Mark C. Bennet, Trustee and Guardian et al., Superior Court, Providence County, Surveyed and drawn by Frank E. Waterman May 1915" and recorded in the office of the Recorder of Deeds in said Providence in Plat Book 34 at Page 15 and (copy) on Plat Card No. 1021.

Said parcel is also designated as Lot 30 on Assessor's Plat 23.

#### PARCEL 5

That certain lot of land with all buildings and improvements thereon situated on the northeasterly side of Somerset Street in the City and County of Providence, State of Rhode Island, laid out and designated as Lot Sixty-nine (69) on that plat entitled "Plot of House Lots belonging to the Heirs of Hon. James Fenner De'd Surveyed and Plotted Aug. 27th, 1846 by Atwater & Schubarth", which said plat is recorded in the Office of the Recorder of Deeds in said City of Providence in Plat Book One (1) at Page 104 and (copy) on Card 37.

Said parcel is also designated as Lot 35 on Assessor's Plat 23.

PARCEL 6 is intentionally omitted.

#### PARCEL 7

That certain parcel of land with all the buildings and improvements thereon situated on the northeasterly side of Somerset Street, in the City and County of Providence, in the State of Rhode Island, laid out and delineated as Lot No. sixty-eight (68) on that plat entitled "PLOT OF HOUSE LOTS BELONGING TO THE HEIRS OF HON. JAMES FENNER DE'D. SURVEYED AND PLOTTED AUG. 27, 1846 BY ATWATER & SCHUBARTH" which plat is



recorded with the Office of the Recorder of Deeds in said City of Providence; in Plat Book 1 at page 104, and (copy) on Plat Card 37.

Said parcel is also designated as Lot 34 on Assessor's Plat 23.

#### PARCEL 8

That lot of land, with all buildings and improvements thereon, situated on the northeasterly side of Somerset Street in the City of Providence in the State of Rhode Island, laid out and delineated as Lot No. 70 (seventy) on that plat entitled, "Plot of House Lots belonging to the heirs of Hon. James Fenner dec'd surveyed and plotted Aug. 27, 1846 by Atwater & Schubarth" recorded in the office of the Recorder of Deeds in said Providence in Plat Book 1 at Page 104 and (copy) on Plat Card No. 37.

Said lot bounds southwesterly on said Somerset Street fifty (50) feet, and holding that width extends northeasterly therefrom one hundred (100) feet, bounding northwesterly on land now or lately of Samuel D. Samson, and southeasterly in part on land now or lately of Isabella Davis and in part on land now or lately of Anna C. Nilson. Being the same premises set out as the first parcel of land in that certain Warranty Deed dated May 1, 1958 and recorded in the Records of Land Evidence of the City of Providence in Deed book 1086 at page 197 and being the same premises previously referred to in a certain Warranty Deed dated January 22, 1957 and recorded in the Records of Land Evidence of said City of Providence in Deed Book 1060 at page 44.

Said parcel was designated as Lot 36 on Assessor's Plat 23. This parcel was combined with Parcel 9 (formerly Lot 37) below and the combined lot is known as Lot 883 on Assessor's Plat 23.

#### PARCEL 9

That certain parcel of land with all the buildings and improvements thereon situated on the northeasterly side of Somerset Street, in the City and County of Providence, in the State of Rhode Island about sixty (60) feet northerly from the corner of Pine Street, bounding westerly on Somerset Street on which it measures about forty (40) feet, and holding that width back easterly about eighty (80) feet, bounding northerly on land now or lately of Andrew R. Murphy et als, easterly on land now or lately of Isabella Davis Estate and southerly in part on said Davis Estate land and in part on land now or lately of said Murphy.

Said parcel was designated as Lot 37 on Assessors Plat 23 and is now known as Lot 883 on Plat 23, see note for Parcel 8 directly above.

## **Fidelity National Financial Group of Companies' Privacy Statement**

**July 1, 2001**

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

### **In the course of our business, we may collect Personal Information about you from the following sources:**

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, or affiliates, or others;
- From our internet web sites;
- From the Public Records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

### **Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information**

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

### **Our Policies and Practices Regarding the Sharing of Your Personal Information**

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- To agents, brokers or representatives to provide you with services you have requested;
- To third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- To others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We may also disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

### **Right to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion**

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer  
Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32092

### **Multiple Products or Services**

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

Form 26-07-505 (6/06)

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental

protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

**2. CONTINUATION OF INSURANCE**

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

**3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

**4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

**5. DEFENSE AND PROSECUTION OF ACTIONS**

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any

appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

#### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

#### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.  
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and

expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### 9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the

Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the

Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**